

City of Round Rock
Purchasing Department
221 East Main Street, 2nd Floor
Round Rock, TX 78664

March 22, 2007

RE: RFP NO. 07-031 – Multi-year Rental Agreement for an Integrated Security System.

Dear Proposers,

The City of Round Rock invites you to submit a proposal for the attached solicitation.

The City of Round Rock appreciates your time and effort in preparing your proposal. Please note that all proposals must be submitted in a sealed envelope marked “ DO NOT OPEN – RFP#07-031– “INTEGRATED SECURITY SYSTEM RENTAL” and received by the Purchasing Department, City Hall, 221 East Main Street, Round Rock, Texas, 78664 no later than 3:00 p.m. on Tuesday, April 10, 2007. Proposals received will be opened and the Company's named read aloud in the City Council Chambers.

IT IS UNDERSTOOD that the City of Round Rock reserves the right to reject any and all proposals as it shall deem to be in the best interest of the City.

Thank you for your continued interest in doing business with the City of Round Rock.

Carolyn Brooks, CPPB
Purchaser
(512) 218-5457

CMB/s
Cc: file

**City of Round Rock
REQUEST FOR PROPOSALS
INTEGRATED SECURITY SYSTEM RENTAL**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, Texas seeks a multi-year agreement with a qualified vendor for the rental of an integrated electronic security system (network, hardware and software) to include, but not be limited to verified intrusion detection, managed access control, video surveillance, web-enabled monitoring.
2. **HISTORY:** The City's current security system consists of city owned and rented hardware that is old technology with limited storage time and poor resolution. Currently operate two access control systems for city employees using Win-PAK 2.0 Release 3 and 4.
3. **DEFINITIONS:** The following definitions will be used for identified terms throughout the specification and proposal document:
 - 3.1 Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
 - 3.2 City – Identifies the City of Round Rock, Travis and Williamson County, Texas.
 - 3.3 Deliverables means the goods, products, materials, and/or services to be provided to the City by Proposer if awarded the agreement
 - 3.4 Goods represent materials, supplies, commodities and equipment.
 - 3.5 Proposal is a complete, properly signed response to a Solicitation that if accepted, would bind the Proposer to perform the resulting contract.
 - 3.6 Proposer identifies persons and entities that submit a proposal.
 - 3.7 Purchase Order - is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 - 3.8 Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified
 - 3.9 Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.
 - 3.10 Vendor – (Sometimes referred to as Contractor) A person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from a agreement or purchase order.
4. **CITY CONTACT:** All responses for Request for Proposals (RFP), as well as any questions, clarifications or requests for general information are to be directed to:

Carolyn Brooks
Purchaser
221 E Main St
Round Rock, TX 78664
Telephone (512)-218-5457
cmb@round-rock.tx.us

The individual above may be telephoned for clarification of the specifications of this Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the City. Under no circumstances will private meetings be scheduled between proposers and city staff.

**PART II
INSTRUCTIONS**

1. **PROPOSAL SCHEDULE** It is the City's intention to comply with the following project schedule:

1.1.	Request for Proposals released	March 20, 2007
1.2.	Pre-proposal and walk through	March 29, 2007
1.3.	Deadline for questions	March 30, 2007
1.4.	Send response to all questions/addendums	April 2, 2007
1.5.	Responses for RFP due AT 3:00PM	April 10, 2007

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective proposers.

All questions regarding the RFP shall be submitted in writing by 5:00 pm on March 30, 2007. All interested Proposers will be provided with a copy of the questions submitted and the City's response. Questions shall be submitted to the contact named above.

2. **PROPOSAL DUE DATE:** Sealed proposals are due no later than 3:00 P.M April 10, 2007 to the office of the Purchasing Department. Mail or carry sealed proposals to:

City of Round Rock, Texas,
221 E. Main Street,
Round Rock, Texas 78664.

 - 2.1. Proposals received after this time and date will not be considered.
 - 2.2. Facsimile or electronically transmitted proposals are **not acceptable**.
 - 2.3. Each proposal and each proposal variation shall be submitted in one (1) original and nine (9) copies.
3. **PRE-PROPOSAL MEETING AND SITE VISIT:** The City will conduct a site inspection of facilities for all interested proposers to familiarize them with the requested services and to give all potential proposers an opportunity to seek answers to any questions which they may have concerning this service. The City will provide transportation.

Meeting Date: March 29th @ 9:00am
Location: City Hall, 1st floor lobby, 221 East Main Street, Round Rock, TX 78664
Site Inspections will follow meeting
4. **PROPOSAL SUBMISSION REQUIREMENTS:** Interested and qualified Proposers shall:
 - 4.1. Submit one (1) original and nine (9) copies of materials that demonstrate their experience in performing services of this scale and complexity.
 - 4.2. Demonstrate qualifications to satisfy all the technical areas identified in the section "Technical Expertise."
 - 4.3. A representative list of projects of a scale and complexity similar to the project being considered by the city. The list should include the project location, client, services provided by your firm for the project, term of services and an owner contact name.
 - 4.4. Pricing Details: Provide turnkey pricing for facilities and timeline. Itemize product and costs.
 - 4.5. Provide references: Provide the name, address, telephone number and point of contact of at least three clients that have utilized the same or similar product and services within the last 2 years. References may be checked prior to award. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
 - 4.6. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.
5. **EVALUATION CRITERIA:** All proposals received shall be evaluated based on the best value for the City by considering all or part of the criteria listed, as well as any relevant criteria specifically listed in the solicitation:
 - 5.1. Technical Expertise
 - 5.2. Reputation of the Proposer and the Proposer's services
 - 5.3. Price
 - 5.4. The quality of the proposer's goods or services.
 - 5.5. The extent to which the goods or services meet the City's needs
 - 5.6. Bidder's past relationship with the City. All vendors will be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.
 - 5.7. The total long-term cost to the Municipality to acquire the bidder's goods or services
6. **EVALUATION PROCESS:** The City of Round Rock is seeking a response for the projects identified in this RFP. A team will review the responses to the RFP and will develop a list of one or more firms. At the City's discretion, interviews may be conducted with each of the firms to discuss the firm's qualifications, resources, availability, and commitment to the Round Rock community to provide the services requested.
 - 6.1. The City of Round Rock will not provide compensation or defray any cost incurred by any firm related to the response to this request. The City of Round Rock reserves the right to negotiate with any and all persons or firms. The City of Round Rock also reserves the right to reject any or all RFP(s), or to accept any RFP deemed most advantageous, or to waive any irregularities or informalities in the RFP received, and to revise the process and/or schedule as circumstances require.

7. **ORAL PRESENTATIONS AND INTERVIEWS:** Proposers may be required to make oral presentations/interviews regarding their responses. These presentations/interviews provide an opportunity for the Proposer to clarify their response to ensure mutual understanding of the services to be provided and the Proposer's approach to providing these services.
8. **CONTRACT NEGOTIATIONS:** The City will use the following procedure to award a contract:
- 8.1. Review all proposals and determine which Proposers are reasonably qualified for award of the contract.
 - 8.2. Ask those reasonably qualified to make oral presentations regarding their proposal.
 - 8.3. Determine the Proposer whose proposal is most advantageous to the City considering the evaluation criteria contained in paragraph 5 above.
 - 8.4. Attempt to negotiate with the most responsive Proposer a contract at fair and reasonable terms, conditions and cost.
 - 8.5. If negotiations are successful, enter into a contract.
 - 8.6. If not successful, formally end negotiations with that Proposer.
 - 8.7. Select the next most highly qualified Proposer and attempt to negotiate a contract at fair and reasonable terms, conditions and cost with that Proposer.
 - 8.8. The City shall continue this process until a contract is entered into or all negotiations are terminated.
 - 8.9. If during oral presentations there is a need for any substantial clarification of or changes in the Request for Proposal, the Request may be amended to incorporate such clarification or change. Any clarifications or changes shall be communicated to all Proposers submitting proposals. Each Proposer, if they so choose, may submit their "Best and Final" proposal based on the Request for Proposal as amended. The procedure to award a contract will be repeated. Proposers are hereby informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous proposal will be considered as their best and final proposal.
9. **CONFIDENTIALITY OF PROPOSAL CONTENT**
- 9.1. All proposals submitted in response to this RFP shall be held confidential until an agreement is awarded. Following the agreement award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.
 - 9.2. If a Proposer believes that a proposal or parts of a proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the agreement is awarded.
10. **CLARIFICATION OF PROPOSALS:** The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received.
11. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.
12. **CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

City of Round Rock
Christine Martinez, City Secretary
221 East Main Street
Round Rock, Texas 78664_

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

13. DISCLOSURE OF LITIGATION

- 13.1.** Each Proposer shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty.
- 13.2.** Significant losses or settlements involving the Proposer's software or its implementation efforts shall also be disclosed. This is a continuing disclosure requirement.

14. RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION: The City shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the City, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.

THE AWARDED PROPOSER AGREES TO EXECUTE ANY NON-EXCLUSIVE COPYRIGHT ASSIGNMENTS OR REPRODUCTION AUTHORIZATIONS THAT MAY BE NECESSARY FOR THE CITY TO UTILIZE THE RIGHTS GRANTED IN THIS SUBPARAGRAPH.

PART III
SPECIFICATIONS

- 1. SCOPE OF WORK:** This Request for Proposal is for a multi-year rental agreement with a qualified vendor to assess, identify and make security recommendations of City facilities for an integrated security system including, but not limited to verified intrusion detection, managed access control, video surveillance, and web-enabled monitoring. Rental shall include, at a minimum the installation of all hardware and software, maintenance and monitoring of all hardware and software, system updates with new technology as needed to ensure the efficiency and effectiveness of the system and training of personnel on the operation and administration of the system.
- 1.1 City Facilities/locations:** Proposers shall evaluate the facilities listed below for best security solution include cost and time line from design to start-up and each item of hardware proposed, the component name, manufacturer name, model, and a description.
- 1.1.1** City Hall and garage includes 11 cameras, 10 badge access points, 2 reader bypasses and 3 panic buttons.
 - 1.1.2** Library current security includes seven cameras, motion detectors, door and sound/glass sensors, video monitoring, panic button and voice dialer.
 - 1.1.3** Clay Madsen Recreation Center (CMRC) current security includes 18 cameras, badge access, VHS video recorders and intrusion alarm.
 - 1.1.4** Allen R Baca Center current security includes 9 cameras and intrusion alarm
 - 1.1.5** McConico Building current security includes seven cameras, intrusion alarm (not used) 27 badge access points and two panic buttons
 - 1.1.6** Police Department under construction, security needs includes 74 Cameras. (Plan on 5 of the cameras being PTZ). 137 access points (including locations for card readers, door monitors, duress buttons, etc.).
 - 1.1.7** Brown House currently no security
 - 1.1.8** Rabb House intrusion alarm system
 - 1.1.9** Kinningham House intrusion alarm system
 - 1.1.10** Central Fire Station badge access
 - 1.1.11** Fire station 2 & 7 new construction and require five card readers for each station. Card readers are going on four entry doors and 1 bay overhead door
 - 1.1.12** Fire Stations 3,4,5 and 6 have badge access
 - 1.1.13** Building Maintenance/Street Signs Shop
 - 1.1.14** Public Works and Annex needs 11 card readers
 - 1.1.15** High Service Building (Utility Support)
 - 1.1.16** Transportation Administration/Engineering & Utility Administration need four card readers
 - 1.1.17** Water Treatment Plant & Environmental Services current security includes seven cameras and remote gate access and combination lock.
 - 1.1.18** Street & W/WW
 - 1.1.19** Vehicle Maintenance

- 1.2 Additions/deletions: The City reserves the right to add/delete location(s) during the term of the agreement or any extension period.
2. **TECHNICAL EXPERTISE**: Interested Proposers shall have extensive knowledge and expertise in the areas of security business and:
- 2.1 Security system architecture and functional capabilities
 - 2.2 Audio intrusion systems
 - 2.3 Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 2.4 Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 2.5 Currently maintain a computerized audio monitoring station of established reputation for back-up capabilities
 - 2.6 Demonstrate that personnel, on duty twenty-four hours per day, seven days a week, have successfully monitored audio systems.
 - 2.7 Maintain as an integral part of Proposer's organization and under direct supervision a fully equipped service department capable of providing timely maintenance and factory-authorized service.
 - 2.8 Describe the proposed hardware and software configurations, specifically addressing issues, scalability, and network compatibility
3. **DELIVERABLES**: The successful Proposer shall provide, but not limited to, each item listed in the Scope of Work. The firm shall also provide the following:
- 3.1 Coordinate with City Representative for all technical support, hardware and software problems , maintenance and training
 - 3.2 Training outline for key personnel within the City.
 - 3.3 Designate a Representative(s) to work with City staff including their experience and qualifications.
 - 3.4 Current Price list of all hardware, software and components.

PART IV
TERMS AND CONDITIONS

1. **AGREEMENT**: The term of the Agreement resulting from the solicitation may be for five consecutive twelve-month periods of time from the effective date and shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein. The City reserves the right to:
- 1.1. Renew the Agreement for two additional periods of time not to exceed twelve months for each renewal provided both parties agree.
 - 1.2. Review the following at the end of each twelve-month review period or renewal:
 - 1.2.1. Vendor performance
 - 1.2.2. Price
 - 1.2.3. Continuing need
 - 1.2.4. Advancements in technologies and or service
 - 1.2.5. The City may terminate the Agreement with or without cause or may continue through the next twelve-month review or renewal period.
2. **PRICE**: The agreement price shall be firm for the duration of the agreement or extension periods except as provided for in paragraph below. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, and cost associated with obtaining permits or any other extraneous charges.
3. **PRICE ADJUSTMENT**: The City may permit "unit price" adjustments upward, only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at <http://stats.bls.gov/ppi/home.htm>. Any price increase shall be requested by the Vendor in writing and accompanied with the appropriate documentation to justify the increase. The vendor may offer price **decreases in excess of the allowable percentage change**.
4. **AGREEMENT ADMINISTRATOR**: All work performed under this agreement will be supervised and verified by the City representative(s) noted below.
- Pete Dominguez at (512) 341-3144
5. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
6. **CANCELLATION**: The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the other party. Vendor shall provide the City with 120 days written notice prior to cancellation of the Agreement and shall

continue services for a period of time not to exceed 120 days after written notification. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

7. **ABANDONMENT OR DEFAULT:** A Vendor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
8. **COMPLIANCE WITH LAWS:** The successful bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of its compliance.
9. **CODES, PERMITS AND LICENSES:** The successful bidder shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the City of Round Rock, Texas, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (City of Round Rock fees and costs will be waived).
10. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
 - 10.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 10.2. The following standard insurance policies shall be required:
 - 10.2.1. General Liability Policy
 - 10.2.2. Automobile Liability Policy
 - 10.2.3. Worker's Compensation Policy
 - 10.3. The following general requirements are applicable to all policies:
 - 10.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 10.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 10.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 10.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
 - 10.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 10.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 10.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 10.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 10.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 10.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
 - 10.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
 - 10.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 10.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.

- 10.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 10.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 10.5.4. Remove all language on the certificate of insurance indicating:
- 10.5.4.1. That the insurance company or agent/broker shall **endeavor** to notify the City; and,
- 10.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 10.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 10.5.5.1. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 10.6. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 10.7. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 10.8. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 10.9. All notices shall be mailed to the City at the following addresses:
- | | |
|---|---|
| Assistant City Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664-5299 | City Attorney
City of Round Rock
309 East Main Street
Round Rock, TX 78664 |
|---|---|
- 10.10. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Vendor shall not relieve the Vendor of full responsibility or liability for damages and accidents as set forth in these requirements. Neither shall bankruptcy, insolvency, or denial of liability by the insurance company relieve the Vendor from liability.
- 10.11. If the Vendor employs, contracts with or otherwise permits any other individual or entity to perform any of the obligations of the Vendor, then any and all of these individual or entities shall be bound by the same insurance requirements as the successful bidder.
11. **WORKERS COMPENSATION INSURANCE:** Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
- 11.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 11.3. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.4. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 11.5. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 11.6. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 11.7. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:

- 11.7.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 11.7.2. no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 11.8. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 11.9. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 11.10. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.11. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 11.11.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 11.11.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 11.11.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 11.11.4. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 11.11.4.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 11.11.4.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
 - 11.11.5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 11.11.6. notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.11.7. contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.12. By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.13. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.
- 12. **LIENS:** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- 13. **INDEMNIFICATION:** The successful Proposer shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Proposer, its officers, agents, servants, and employees; provided, however, that the successful Proposer shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

14. **OVERCHARGES:** Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.
15. **VENUE:** The contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the applicable court, Williamson County, Texas.
16. **INDEPENDENT CONTRACTOR :** It is understood and agreed that the Contractor shall not be considered an employee of the City. The Contractor shall not be within protection or coverage of the City's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

PART V
DELIVERY, SERVICE, ACCEPTANCE AND PAYMENT

1. **SERVICE:** Vendor shall have service and maintenance available to the City and shall be able to respond to a request for service as specified.
 - 1.1. Consistent failure by the vendor to respond to service calls within the allowed response time may place the vendor in default and subject to cancellation of the purchase order and, or agreement. Consistent failure is defined as not responding within the allowed response time at any or all locations on two (2) out of three (3) consecutive occurrences.
 - 1.1. Service technicians shall be fully qualified to work on the listed equipment and employed by the vendor on the effective date of the agreement. Vendor shall be able to verify that service personnel have had training with a minimum of one year of "hands on" experience working on the listed equipment.
2. **ACCEPTANCE:** Acceptance inspection should not take more than five working days. The vendor will be notified within this time frame if the service provided is not in full compliance with the project scope. If any service is canceled for non-acceptance, the needed equipment or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
3. **INVOICING:** Contractor shall submit one original and two copies of each invoice monthly referencing the assigned Purchase Order number to the following address:

**City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664-5299**

1. **PROMPT PAYMENT POLICY:** Payments will be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
2. There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 1.1. The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 1.2. There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 1.3. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement..



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF ROUND ROCK, TEXAS

RFP No. 07-031 Addendum No. 1 Date of Addendum: April 5, 2007

The following items in the RFP identified above have been clarified:

Reference Part III Specifications Scope of Work.

Paragraph 1.1 – City Facilities/Locations: Proposers shall evaluate the facilities listed below for best security solution to include cost and time line from design to start-up and each item of hardware proposed, the component name, manufacturer name, model and a description.

Clarification: We have attached lists of current leased equipment
Attachment A Current Security - Sonitrol Equipment
Attachment B Current Security - ADT Equipment

Questions:

- 1) What is the policy on conducting site visits on our own i.e. are we going to be able to visit the non public area? Can we schedule visits through purchasing and the individual offices?
Answer: Areas that are of public access shall be available to re-visit.
Answer: Non public areas will not be re-visited.
We ask that you communicate all sites visits through Purchasing.
It is strongly advised that all communication about these facilities and/or the solicitation stay strictly with Purchasing.
- 2) In the new construction, is the locking hardware to be provided by other?
Answer: No
- 3) Are we going to be able to use existing cable?
Answer: Yes.
- 4) Where can we get plans for existing facilities?
Answer: Plans of facilities are available in the Purchasing Office, 221 East Main Street, Round Rock, TX 78628, between 8:00 a.m. and 5:00 p.m.
- 5) Are we going to get building specific component lists, and when will we receive them? If we do not receive them in a reasonable time frame, are we to design a system based upon standard security protocol?
Answer: Component Lists are attached.
Answer: Yes.

- 6) What is the exact scope of work at the water treatment plant and what are priorities? Will we be able to revisit the facility to get accurate measurements?

Answer: The scope of work is for proposers to make security recommendations for all the facilities. However, this facility requires a remote gate access, visual recognition of vehicle license plate and driver at gate entrance, access readers at Utility Support and WTP's Phase III and V. City concerns include the security of chemical building and areas of risk to treatment plant.

- 7) At the WTP there is some fiber. Can we get the location of fiber and termination points?

Answer: There is a fiber optic cable that is running from the front gate to the mezzanine area of Phase III. This is the room where the Pelco DVR is located. The gate camera signal travel through the fiber optic cable to the DVR. The signal is then converted for copper wire to the DVR. The gate monitors are feed through the computer network using Pelco network converters from the DVR. The gate intercom operates through the fiber optic cable to a dialer that then calls a number to alert the three locations to open the gate. The fiber optic cable and the computer network are sound. The main issues have been with the phone lines and we told on Monday that they were fixed, it was a problem at the Outlet Mall.

- 8) During the walk-through there were many instances where a question was asked and the response was "that is up to you and your proposal". In order to evaluate the proposals on a level playing field, we need to know security priorities for each facility. Will you provide this list for each facility or are we to prioritize your needs for you? If so, that leads to the questions 1 and 4 about plans and additional visits.

Answer: The RFP is for integrated security solutions wherein the city will evaluate proposals not by price only, but for the best value to the City's security needs.

- 9) Are the existing Sonitrol and ADT systems leased?

Answer: Yes.

- 10) What specifications should we use for the new police department?

Answer: Plans of facilities are available in the Purchasing Office, 221 East Main Street, Round Rock, TX 78628, between 8:00 a.m. and 5:00 p.m.

- 11) Will Sonitrol leave hardware?

Answer: Sonitrol will take locks and leave door contacts and wiring. Will allow vendor to buy or exchange for existing without removal.

- 12) Will ADT remove wire and hardware?

Answer: ADT will leave wiring only. Will allow vendor to buy or exchange for existing without removal.

- 13) Will the existing wire, if not removed, remain in-tact or would it be rendered unusable by the contractors who owns it?

Answer: Wiring will be left in working condition.

All other terms and conditions of this RFP remain unchanged.

Approved by _____

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced IFB.

ACKNOWLEDGED

_____	_____	_____
Vendor	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF ROUND ROCK WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR SUBMITTAL.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF ROUND ROCK, TEXAS

ATTACHMENT A
CURRENT SECURITY - SONITROL

Allan Baca Center

Intrusion:

- 2 Keypads with auto arm and disarm reader.
- 1 Panic Button
- 19 Audio Devices with built in glass break
- 10 Door Contacts
- 1 Panel
- 2 Smart Audio Modules
- 1 Phone line Tamper

Video:

- 9 Camera's 2 indoor and 7 in the garage
- 1 Dedicated Micro DVR with 160 GB HD

Access Control:

- 4 Doors of Access
- 1 Panel

Clay Madsen Rec. center

Intrusion:

- 2 Keypads with auto arm and disarm reader.
- 1 Panic Button
- 19 Audio Devices with built in glass break
- 13 Door Contacts
- 1 Panel
- 2 Smart Audio Modules
- 1 Phone line Tamper

Video:

- 21 Camera's 15 indoor and 6 outdoor Housing and mounts included. There were 32 cameras so we have 11 extra to use if need be.
- 2 Dedicated Micro DVR's with 160 GB HD network capaitably

Access:

- 2 Doors of Access Control
- 1 Panel

Kintingham House

Intrusion:

- 1 Keypads with auto arm and disarm reader.
- 1 Panic Button
- 5 Audio Devices with built in glass break
- 8 Door Contacts

- 1 Panel
- 1 Smart Audio Modules
- 1 Phone Line Tamper

Rabb House

Intrusion:

- 1 Keypads with auto arm and disarm reader.
- 1 Panic Button
- 6 Audio Devices with built in glass break
- 8 Door Contacts and the Garage doors in the garage are contacted.
- 1 Panel
- 1 Smart Audio Modules
- 1 Phone line Tamper



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF ROUND ROCK, TEXAS

ATTACHMENT B
CURRENT SECURITY - ADT

City Hall

Badge Readers
Elevator
Utility Billing
Utility Billing Lobby
Utility Billing Safe Room
East Door (exterior)
Front Door (exterior)
East Stairs
West Stairs
Accounts Payable Door
IT Server Room Door
Council Chambers

Cameras
Garage Drive
Level 1
Level 2a
Level 2b
Level 3a
Level 3b
Level 5a
Level 5b
(No level 4)
Inside Front
Exterior Front
East Door
Drive Thru
Utility Billing Tellers

Door Release
Reception Desk 1st floor for Elevator

Panic Buttons
Reception Desk 1st floor

Reception Desk 3rd floor Administration
Utility Billing Tellers

Central Fire Station

Badge Readers
Conference Room
Inspections Room
Main Entry
Overhead Door

Door Release
Front Door

Station 2

Badge Readers
4 Exterior
1 Interior

Station 3

Badge Readers
Front Door
Overhead Door
Side Door

Station 4

Badge Readers
Front Door
Overhead Door
Side Door

Station 5

Badge Readers
Overhead Door
Front Door

Station 6

Badge Readers
Front Doors
Overhead Doors
Side Doors
Option Two Interior Doors

No Cameras or panic buttons at any fire station

McConico Building

Badge Readers
Interior Doors
Break room
Electrical Room
PARD Reception
Planning Reception
Open Office 1
Court Room 1
Archives 1
Open Office 2
Multipurpose Room A
Kitchen
Janitor/Storage
GIS Offices
Communication Room
Electrical Room
Elevator Room
Court Room Hall
Court Room 2
Archives 2
Clerks Door
Clerks Center
CBFD Reception
PARD Storage
Exterior Doors
Atrium Lobby
Entry Lobby
East Stairs Planning
East Stairs PARD
West Stairs PARD
West Stairs Municipal Court

Cameras
Atrium Lobby
Entrance Lobby
Night Drop
Clerks Lobby
Clerks Station
Archives Room
Rear Court Room
Front Court Room

Panic Buttons
Judges Chambers
Clerks Station
Intrusion Alarm
Needs to be partitioned for each department

Water Treatment Plant

Badge Readers
None

Cameras
Front Gate
Side Gate
Lobby
Phase 3 East
Phase 3 West
Phase 5 East
Phase 5 West
Phase 5 Environment Services
Chlorine Building

Gate
Combination Pad
Phone communications three locations
Phone opens gate

Library

Cameras
Main Street
Book Drop
Hall Entrance Sheppard St
Meeting Room A Liberty Ave.
Meeting Room B Liberty Ave
Fire Escape Sheppard St.
Main Hall Restrooms

Intrusion Alarm System
Need to add computer room
Only front of Library is covered
Meeting Rooms need simpler controls



**REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF ROUND ROCK, TEXAS**

RFP No. 07-031 Addendum No. 2 Date of Addendum: April 9, 2007

The closing date for RFP 07-031, Integrated Security System Rental has been changed

From: Tuesday, April 10, 2007 at 3:00 p.m.

To: Tuesday, April 17, 2007 at 3:00 p.m.

All other terms and conditions of this RFP remain unchanged.

By the signature affixed below, Addendum No. 2 is hereby incorporated into and made a part of the above referenced IFB.

ACKNOWLEDGED

Vendor

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF ROUND ROCK WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR SUBMITTAL.